

Dated 13 August 2019

THE NORTH YORK MOORS NATIONAL PARK AUTHORITY

and

YORK HOUSING ASSOCIATION

And

WILLIAM KIDD

Agreement

pursuant to Section 106 of the Town and Country
Planning Act 1990 relating to
Land off Hinderwell Lane, Staithes

Planning Ref: NYM/2019/0059/FL

wardhadaway
lawfirm

This Deed is made the 13th day of August 2019

By

1. **THE NORTH YORK MOORS NATIONAL PART AUTHORITY** of The Old Vicarage, Bondgate, Helmsley, York YO62 5BP ("**the National Park Authority**"); and
2. **YORK HOUSING ASSOCIATION** of 2 Alpha Court, Monks Cross Drive, Huntington, York YO32 9WNC ("**the Developer**"); and
3. **WILLIAM DARGUE TYRER KIDD** of Seaton Hall, Staithe, Saltburn-by-the-Sea, North Yorkshire TS13 5AT ("**the Owner**")

Whereas

- A. The National Park Authority is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable.
- B. William Kidd is the freehold owner of the Site registered at the Land Registry under Title Number NYK291792.
- C. The Developer has the benefit of a conditional contract dated 15 February 2019 to purchase the Site.
- D. The National Park Authority has resolved to approve the Application subject to the prior execution of this Agreement without which planning permission for the Development would not be granted.
- E. The Developer and the Owner by entering into this Deed does so to create planning obligations in respect of the Site as expressly set out in this Deed in favour of the National Park Authority pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained.
- F. The National Park Authority and the Developer acknowledge that the Development will provide 100% Affordable Housing with all the homes receiving public subsidy and the purpose of this Deed is to secure the planning policy position of the National Park Authority.

Now this Deed witnesses as follows:

1. **Definitions**

For the purposes of this Deed the following expressions shall have the following meanings:

"Act" the Town and Country Planning Act 1990;

“Affordable Housing”	housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any successor policy or legislation in respect of affordable housing);
“Affordable Housing Units”	save where agreed otherwise in writing by the National Park Authority all 12 of the Dwellings to be provided on the Site as shown shaded green and yellow on Plan 2 and constructed in accordance with the Planning Permission to be provided by way of Affordable Rented Units and Shared Ownership Units (and “Affordable Housing Unit” shall be construed accordingly);
“Affordable Rent”	a rent which is set in accordance with the Government’s rent policy for Affordable Rent, and is at least 20% below local market rents (including service charges where applicable); to be in accordance with Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it);
“Affordable Rented Units”	save where agreed otherwise in writing by the National Park Authority the 10 Affordable Housing Units identified shaded green on Plan 2 and to be made available at an Affordable Rent and the term “Affordable Rented Unit” shall be construed accordingly;
“Application”	the application for full planning permission validated by the National Park Authority for the Development and allocated reference number NYM/2019/0059/FL;
“Chargee”	in relation to the Affordable Housing Units a mortgagee or chargee of the Developer only (being a body corporate registered with and regulated by the Prudential Regulation Authority) or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a “Receiver”) of the whole or any part of the Affordable Housing Units;
“Choice Based Lettings System”	means the North Yorkshire Home Choice lettings system
“Commencement of	the date on which development pursuant to the Planning Permission is commenced on the Site

Development"	within the meaning of Section 56 of the Act provided that the following shall not amount to the Commencement of Development:- operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
"Development"	the development of the Site for residential development in accordance with the Planning Permission being Rural Exception Site scheme of 12 dwellings with associated access, parking and landscaping works;
"Dwelling"	a unit of residential accommodation to be constructed on the Site pursuant to the Planning Permission;
"Eligible Person"	means a person or persons having a Local Connection who does not have a financial interest in any other property, meets the need for housing as defined in Scarborough Borough Council's housing allocation policy from time to time, and is in need of Affordable Housing and reference to "Eligible Person" shall be construed accordingly;
"Employment"	means employment of at least 30 hours each week;
"Geographical Area"	means the parish of Hinderwell; but if after a Dwelling has been available for 25 days no eligible person has been found from that parish then the Geographical Area shall be extended to include the parishes of Newton Mulgrave, Roxby, Borrowby, Mickleby, Ellerby and that part of the parish of Loftus that falls within the boundary of the National Park; but if after a further 25 days no eligible person has been found from these parishes then the Geographical Area shall be extended to the whole of the National Park; but if after a further 25 days no eligible person has been found from that area then the Geographical Area shall be extended to the whole of the National Park and the whole of the administrative area of Scarborough Borough Council
"Local Connection"	means being:

- i. Ordinarily resident or in Employment in the relevant Geographical Area for at least five years prior to Occupation; or failing that,
- ii. Ordinarily resident or in Employment in the relevant Geographical Area for at least five years within the last ten years immediately prior to Occupation; or failing that,
- iii. Having a close family connection (parents, children or siblings) who have been (and remain) ordinarily resident within the relevant Geographical Area for at least five years immediately prior to Occupation; or failing that,
- iv. a household a member or members of which are in Employment in an already established business within the National Park;

Marketing Strategy

means the marketing strategy for the disposal of some or all of the Affordable Housing Units to which the provisions of clause 13.3 applies in that form attached to the Sixth Schedule or in such other form as agreed to in writing by the Authority

"National Park"

means the geographical confines of the North York Moors National Park;

"Occupation" and "Occupied"

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy and Occupied" and "Occupier" shall be construed accordingly;

"Plan 1"

the plan marked "Plan 1" attached to this Deed at the Second Schedule;

"Plan 2"

the plan marked "Plan 2" attached to this Deed at the Second Schedule;

"Planning Permission"

the full planning permission subject to conditions to be granted by the National Park Authority for the Development pursuant to the Application in substantially the same form as the draft planning permission attached to this Deed at the Third Schedule;

"Registered Provider"

a body whose functions or aims include the provision or management of affordable housing (including affordable housing of the type and amount proposed within the Development) registered as a Registered Provider (pursuant to the Housing and Regeneration Act 2008 or

any relevant successor legislation);

"Shared Ownership Lease"

such lease as shall from time to time be in accordance with Homes England's (or any successor) model form of shared ownership lease or such other successor bodies model form of lease;

"Shared Ownership Units"

Save where agreed otherwise in writing by the National Park Authority those 2 Affordable Housing Units (2x 3bed) identified shaded yellow on Plan 2 which are to be owned and managed by a Registered Provider such that they shall be occupied on the basis of a Shared Ownership Lease;

"Site"

the land against which this Deed may be enforced as shown edged red on Plan 1 and more particularly described in the First Schedule;

"Substantial Completion"

in relation to a Dwelling the term "Substantial Completion" shall be interpreted in accordance with Section 171B of the 1990 Act and relevant case law under that Section and the term "**Substantially Completed**" shall be construed accordingly

2. **Construction of this Deed**

- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed (unless the context otherwise requires).
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the National Park Authority the successors to their statutory functions, as Local Planning Authority exercising planning powers under the 1990 Act.
- 2.7. The headings and contents list are for reference only and shall not affect construction.

- 2.8. Any covenant by the Developer or Owner or the National Park Authority not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.9. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

3. **Legal Basis**

- 3.1. This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all powers so enabling.
- 3.2. The covenants, restrictions and requirements imposed upon the Developer or Owner under this Deed create planning obligations pursuant to Section 106 of the Act and bind their respective interests in the Site so are enforceable by the National Park Authority as local planning authority against the Developer or Owner in accordance with the Act as set out in this Deed.

4. **Conditionality**

- 4.1. The obligations contained in this Deed are conditional upon:
 - 4.1.1. the grant of the Planning Permission; and
 - 4.1.2. the Commencement of Development.

save for clauses 7 to 20 which shall come into effect on the date hereof.

5. **The Developer's and Owner's Covenants**

- 5.1. The Developer and Owner covenant with the National Park Authority so as to bind their interest in the Site to fully observe and perform the obligations in this Deed including those obligations set out in the Fourth Schedule and hereby agree that the Site shall be subject to the obligations, restrictions and covenants herein, such obligations being planning obligations for the purposes of section 106 of the Act as set out in the Fourth Schedule.
- 5.2. The Owner shall not be liable for breach of a covenant contained in this Deed occurring after they have transferred to the Developer all their interest in the Site but without prejudice to liability for any subsisting breach of covenant prior to transferring such interest.

6. **The National Park Authority's Covenants**

- 6.1. The National Park Authority covenants with the Developer to observe and perform the obligations on its part in this Deed including those obligations set out in Fifth Schedule.

7. **Fees**

- 7.1. The Developer shall pay to the National Park Authority on completion of this Deed the sum of £2350 (two thousand three hundred and fifty pounds) (no vat) incurred in the negotiation, preparation and execution of this Deed.

8. **Local Land Charge**

- 8.1. This Deed shall be registrable as a local land charge by the National Park Authority.

8.2. Following the performance and satisfaction of all the obligations contained in this Deed the National Park Authority shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

9. **Communication and National Park Authority's Consent or Approval**

9.1. Where the agreement, approval, consent or expression of satisfaction is required by the Developer or Owner from the National Park Authority under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the National Park Authority by the Planning Development Manager and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

10. **Termination of this Deed**

10.1. Subject to clause 20, this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Developer) or it is modified by any statutory procedure or expires prior to the Commencement of Development.

11. **The Contracts (Rights of Third Parties) Act 1999**

11.1. Save as provided in respect of successors in title to the Site or any successor to the relevant statutory function of the National Park Authority this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

12. **Liabilities**

12.1. No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with all or part of its interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

12.2. No purchaser or tenant of an individual Dwelling to be constructed on the Site nor any person deriving title under them and no mortgagee or chargee of any such Dwelling or a statutory undertaker shall be liable for any of the covenants contained in this Deed save that and subject always to clause 13 hereof purchasers or tenants of the Affordable Housing Units shall be liable for the covenants contained within the Fourth Schedule of this Deed.

12.3. Subject to the provisions of clause 20, nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted after the date of this Deed.

13. **Exemptions**

13.1. Subject to clause 13.2 below from the date of Substantial Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with the provisions of the Fourth Schedule.

13.2. Clause 13.1 of this Deed shall not be binding on a Chargee (or any receiver (including an administrative receiver) appointed by such Chargee or any other person appointed under any security documentation to enable such Chargee to realise its security or any

administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee or Receiver PROVIDED THAT:

- 13.3. such Chargee or Receiver shall first give written notice to the National Park Authority of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units in accordance with the Marketing Strategy to another registered provider or the housing authority, Scarborough Borough Council for a reasonable consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 13.4. if such disposal has not completed within the three month period, the Chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions in this Deed which provisions shall determine absolutely.

14. **National Park Authority's Powers**

- 14.1. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the National Park Authority under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authority.

15. **Waiver**

- 15.1. No waiver (whether expressed or implied) by the National Park Authority of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the National Park Authority from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

16. **VAT**

- 16.1. All consideration given in accordance with the terms of this Deed shall be inclusive of any value added tax properly payable.

17. **Dispute Provisions**

- 17.1. In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed (save as to matters of law which shall remain the jurisdiction of the Courts) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 17.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 17.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such

solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 17.3. Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 17.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

18. **Jurisdiction**

- 18.1. This Deed is governed by and interpreted in accordance with the law of England and Wales.

19. **Delivery**

- 19.1. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

20. **Future Permission**

- 20.1. In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the Act this Deed shall continue in full force in respect of the Planning Permission with the relevant condition or conditions so varied.
- 20.2. In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and the National Park Authority is satisfied (and formally records) that the obligations in this Deed shall apply without variation to the new planning permission and planning permission is granted in respect of that application then references to Planning Permission in this Deed shall include the Planning Permission and the new planning permission granted pursuant to Section 73 of the Act and this Deed shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act unless required to do so by the National Park Authority.

PROVIDED THAT:

- 20.3. nothing in this clause ²⁰~~21~~ shall fetter the discretion of the National Park Authority in determining any application(s) under Section 73 of the Act or the appropriate nature and/quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the Act;
- 20.4. to the extent that any obligations have been discharged in respect of the Planning Permission nothing shall require the Owner to comply with that

obligation again in respect of a planning permission pursuant to an application under s73 of the Act.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

The Site

All that land shown edged red on Plan 1

**Plan to Accompany Section 106 Agreement
Town and Country Planning Act 1990**

construction of 12 no. affordable dwellings with associated access,
parking and landscaping works

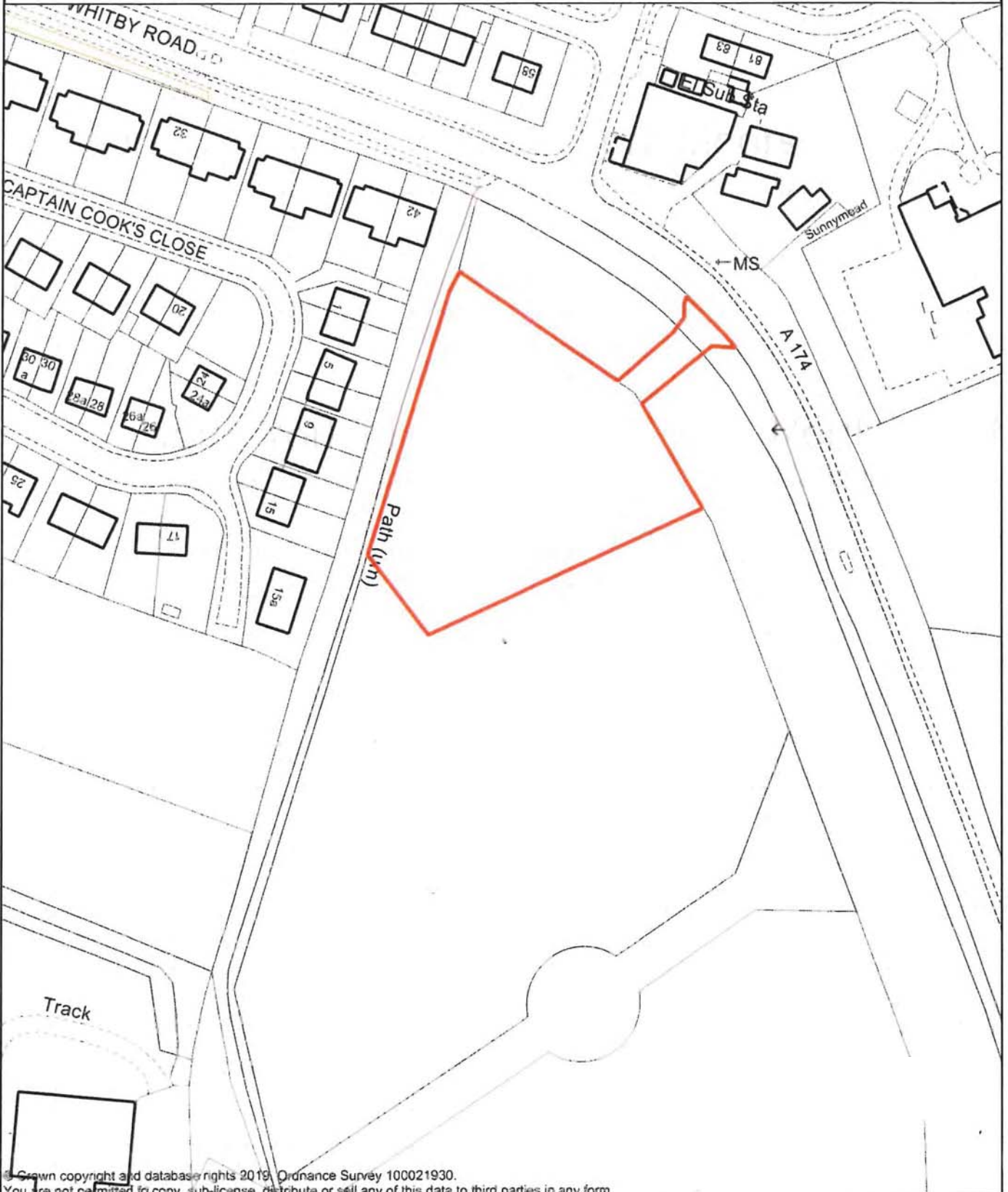
Scale: 1:1250



Land off Hinderwell Lane, Staithes

North York Moors National Park
Authority
The Old Vicarage
Bondgate
Helmsley YO62 5BP
01439 772700

NYM/2019/0059/FL



SECOND SCHEDULE

Plan 2

Note:
Do not scale from this drawing.
This drawing is copyright of Ergo Projects Ltd.
All dimensions to be checked prior to any work commencing. Any discrepancies to be reported to Ergo Projects immediately.

TOTAL SITE AREA
40.99 Acres = 0.40 Hectares



TENURE KEY

SHARED OWNERSHIP	
AFFORDABLE RENT	

CODE	TYPE	NO	SQM	TOTAL SQM	SQFT	TOTAL SQFT
2 Bed	2 BED 4P	2	76	152	818	1636
3 Bed	3 BED 5P	4	90	360	969	3876
Bungalow	2 BED 3P	2	62.3	124.6	670	1340
T1 (IGF)	1 BED 2P	2	47.21	94.42	508	1016
T1 (FPF)	1 BED 2P	2	54.38	108.76	585	1170
		12		839.78		9938

ergo

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Azure Business Centre, High Street,
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PROJECT
Land of Hinderwell Lane
Staithes

PLAN
Proposed Tenure Mix Plan

DRAWING NUMBER	DATE OF REVISION	BY
Planning	06.2019	AR
SCALE	HEET NO	REVISION
1:500	A3	-
PROJECT NO	DRAWING NO	
520	012	

THIRD SCHEDULE
DRAFT PLANNING PERMISSION

North York Moors National Park Authority

District/Borough: Scarborough Borough Council
Parish: Hinderwell

Application No. NYM/2019/0059/FL

Proposal: Rural exceptions site scheme of 12 no. dwellings with associated access,
parking and landscaping works

Location: Land off Hinderwell Lane, Staithes

Application Number: NYM/2019/0059/FL

Director of Planning's Recommendation

Approval subject to the following condition(s):

- 1 Standard Three Year Commencement Date
The development hereby permitted shall be commenced before the expiration of three years from the date of this permission.
- 2 Strict Accordance With the Documentation Submitted or Minor Variations - Document No.s Specified
The development hereby permitted shall not be carried out other than in strict accordance with the following documents:

Document Description	Document No.	Date Received
Proposed Block Plan	520 006	29 January 2019
Proposed Site Plan	520 002 Rev I	8 May 2019
Staithes - 2 Bed Plans & Elevations	520 000 Rev A	10 April 2019
Staithes - 3 Bed Plans & Elevations	520 000 Rev A	10 April 2019
Staithes - Bungalow Plans & Elevations	520 000 Rev A	10 April 2019
Staithes - T1 & T2 Elevations	520 000 Rev A	10 April 2019
Staithes - T1 & T2 Floor Plans	520 000a Rev A	10 April 2019
Proposed Boundary Treatment Details	520 005	29 January 2019
Landscaping Masterplan	R/2234/1	16 May 2019
Landscape Details	R/2234/2	16 May 2019
Flow Exceedance Plan	2018112 000-03	10 April 2019
Drainage Strategy	2018112 000-01 Rev B	10 April 2019
Impermeable Areas Plan	2018112 000-02	10 April 2019
Flood Risk Assessment & Drainage Strategy	Rev A 2018112-	29 January 2019
Preliminary Ecological Appraisal -Naturally Wild Version	R2 dated 17/01/2019	
Arboricultural Impact Assessment -Elliot Consultancy Ltd	dated January 2019	
Transport Statement -itransport planning		29 January 2019
Phase 2 Ground Investigation Report	18-872	29 January 2019

or in accordance with any minor variation thereof that may be approved in writing by the Local Planning Authority.
- 3 Withdrawal of all PD Parts 1 & 2 and 14 Classes A to I
Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order), no development within Schedule 2, Part 1, Classes A to H Schedule 2, Part 2, Classes A to C and within Schedule 2 Part 14 Classes A to I of that Order shall take place without a further grant of planning permission being obtained from the Local Planning Authority.

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- 4 No building or excavation operations are to take place on the site except between the hours of: 8am to 6pm Monday to Friday, 8am to 1pm Saturday and no working Sunday or Bank Holidays
- 5 No external lighting shall be installed in the development hereby permitted until details of lighting have been submitted to and approved in writing by the Local Planning Authority. The details submitted shall including details if the lighting during works as well as after completion and must be managed to ensure that light is directed away from the wooded areas and no lighting escapes upwards causing light pollution. The lighting scheme must demonstrate how lighting will avoid impact on bat foraging areas and other wildlife through appropriate siting and shielding and use of appropriate lamp types which have been shown to have less impact on invertebrate and bats. The lighting shall be installed in accordance with the details so approved and shall be maintained in that condition in perpetuity.
- 6 **Brick and Tiles to be Approved**
No work shall commence on the construction of the walls and roof of the development hereby permitted until details of the brick and tiles, including samples if so required by the Local Planning Authority, to be used for the external surfaces of the development have been submitted to and approved in writing by the Local Planning Authority. The materials used shall accord with the approved details and shall be maintained in that condition in perpetuity unless otherwise agreed with the Local Planning Authority.
- 7 **Window Frames in Reveals - Specify Set Back (insert)**
The external face of the frame to all new windows shall be set in a reveal of a minimum of 50mm from the front face of the adjacent walling and shall be maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
- 8 Details of the location and design of all electric meter boxes and tv/satellite antenna are to be submitted to and approved in writing by the Local Planning Authority prior to the installation of such apparatus. No meter boxes or antenna are to be installed on the buildings hereby approved other than in accordance with the approved details.
- 9 **CO2 Details to be Implemented**
The development hereby permitted shall not be brought into use until the approved renewable energy measures to generate energy on site from renewable sources to displace at least 10% of predicted CO2 emissions have been installed and thereafter maintained in a working condition.
- 10 Within 1 month of the development hereby permitted commencing on site full details of the hardsurfacing to be utilised on the site shall be submitted to and approved in writing by the Local Planning Authority, including a timetable to implement the proposed works. The hard landscaping works shall then be implemented in accordance with the approved details. The hard landscaping shall be maintained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

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- 11 Landscaping Scheme to be Implemented - Large Scale Development/ General Development
All hard and soft landscape works comprised in the approved details of landscaping shall be carried out no later than the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner, or in accordance with a programme agreed by the Local Planning Authority. Any trees or plants planted in accordance with this condition which, within a period of five years from the completion of the development, die, are removed or become seriously damaged or diseased shall be replaced in the current or next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation.
- 12 Prior to the occupation of the dwellings hereby approved a detailed management plan to cover planting schemes and management of all communal areas shall be drawn up and agreed in writing the Local Planning Authority. All planting and boundaries which for part of the development shall then be managed in accordance with the approved details in perpetuity.
- 13 The development hereby permitted shall not be occupied until the drainage and flood proofing measures have been fully installed in compliance with the details set out in submitted plans and reports detailed in Condition 2. The development shall be maintained in accordance with these details in perpetuity unless otherwise agreed with the Local Planning Authority.
- 14 The development hereby permitted shall not be occupied until details of who will be responsible for the maintenance of the drainage and flood prevention measures has been submitted to the Local Authority and agreed in writing The development shall be maintained in accordance with these details in perpetuity unless otherwise agreed with the Local Planning Authority.

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- 15 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative works or the depositing of material on the site, until the following drawings and details have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:
- a. Detailed engineering drawings to a scale of not less than 1:500 and based upon an accurate survey showing:
 - o the proposed highway layout including the highway boundary
 - o dimensions of any carriageway, cycleway, footway, and verges
 - o visibility splays
 - o the proposed buildings and site layout, including levels
 - o accesses and driveways
 - o drainage and sewerage system
 - o lining and signing
 - o traffic calming measures
 - o all types of surfacing (including tactiles), kerbing and edging.
 - b. Longitudinal sections to a scale of not less than 1:500 horizontal and not less than 1:50 vertical along the centre line of each proposed road showing:
 - o the existing ground level
 - o the proposed road channel and centre line levels
 - o full details of surface water drainage proposals.
 - c. Full highway construction details including:
 - o typical highway cross-sections to scale of not less than 1:50 showing a specification for all the types of construction proposed for carriageways, cycleways and footways/footpaths
 - o when requested cross sections at regular intervals along the proposed roads showing the existing and proposed ground levels
 - o kerb and edging construction details
 - o typical drainage construction details.
 - d. Details of the method and means of surface water disposal.
 - e. Details of all proposed street lighting.
 - f. Drawings for the proposed new roads and footways/footpaths giving all relevant dimensions for their setting out including reference dimensions to existing features.
 - h. A programme for completing the works.
- The development shall only be carried out in full compliance with the approved drawings and details unless agreed otherwise in writing by the Local Planning Authority with the Local Planning Authority in consultation with the Highway Authority.

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- 16 There shall be no access or egress by any vehicles between the highway and the application site (except for the purposes of constructing the initial site access) until splays are provided giving clear visibility of at least 59 metres measured along both channel lines of the major road A174, Hinderwell Lane from a point measured 2.4 metres down the centre line of the access road. The eye height will be 1.05 metres and the object height shall be 1.05 metres. Once created, these visibility areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.
- 17 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative works, or the depositing of material on the site in connection with the construction of the access road or building(s) or other works until:
- (i) The details of the following off site required highway improvement works, works listed below have been submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority:
 - a. Provision of a tactiled dropped kerb crossing at the existing central island located on the Hinderwell side of the proposed access.
 - b. Provision of new bollards to be installed between Seaton Crescent and opposite the proposed access to prevent parking on the footway.
 - c. Reinstatement of the line of black and white verge marker posts in the grass verge between the proposed access and the Staithes side footway tie-in.
 - d. Provision of a tactiled dropped kerb crossing to facilitate residents of the application site to cross the A174 to access facilities such as the Co-op store and the primary school.
 - (ii) An independent Stage 2 Road Safety Audit for the agreed off site highway works has been carried out in accordance with HD19/15 - Road Safety Audit or any superseding regulations and the recommendations of the Audit have been addressed in the proposed works.
 - (iii) A programme for the completion of the proposed works has been submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority.
- 18 Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, the development shall not be brought into use until the following highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority under condition number:
- a. Provision of a tactiled dropped kerb crossing at the existing central island located on the Hinderwell side of the proposed access.
 - b. Provision of new bollards to be installed between Seaton Crescent and opposite the proposed access to prevent parking on the footway.
 - c. Reinstatement of the line of black and white verge marker posts in the grass verge between the proposed access and the Staithes side footway tie-in.
 - d. Provision of a tactiled dropped kerb crossing to facilitate residents of the application site to cross the A174 to access facilities such as the Co-op store and the primary school.

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- 19 **Precautions to Prevent Mud on the Highway**
There shall be no access or egress by any vehicles between the highway and the application site until details of the precautions to be taken to prevent the deposit of mud, grit and dirt on public highways by vehicles travelling to and from the site have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. These facilities shall include the provision of wheel washing facilities where considered necessary by the Local Planning Authority in consultation with the Highway Authority. These precautions shall be made available before any excavation or depositing of material in connection with the construction commences on the site and be kept available and in full working order and used until such time as the Local Planning Authority in consultation with the Highway Authority agrees in writing to their withdrawal.
- 20 **On-site Parking, On-Site Storage and Construction Traffic During Development**
Unless approved otherwise in writing by the Local Planning Authority there shall be no establishment of a site compound, site clearance, demolition, excavation or depositing of material in connection with the construction on the site until proposals have been submitted to and approved in writing by the Local Planning Authority for the provision of:
- i) on-site parking capable of accommodating all staff and sub-contractors vehicles clear of the public highway;
 - ii) on-site materials storage area capable of accommodating all materials required for the operation of the site.
- The approved areas shall be kept available for their intended use at all times that construction works are in operation. No vehicles associated with on-site construction works shall be parked on the public highway or outside the application site.
- 21 The development hereby permitted shall be carried out in accordance with the recommendations of the Preliminary Ecological Appraisal (Section 5) by Naturally Wild Version R2 dated 17/01/2019.

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Informatives

1	<p>Section 106 Agreement This consent is issued subject to the terms of the Agreement (under Section 106 of the 1990 Town and Country Planning Act) dated (insert) between the North York Moors National Park Authority and (insert) to (insert).</p>
2	<p>Coal Referral Area The proposed development lies within a coal mining area which may contain unrecorded mining related hazards. If any coal mining feature is encountered during development, this should be reported to The Coal Authority. Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires the prior written permission of The Coal Authority. Property specific summary information on coal mining can be obtained from The Coal Authority's Property Search Service on 08457626848 or at www.groundstability.com</p>
3	<p>Detailed Plans of Road and Footway Layout (Outline All Types) In imposing condition 15 above it is recommended that before a detailed planning submission is made a draft layout is produced for discussion between the applicant, the Local Planning Authority and the Highway Authority in order to avoid abortive work. The agreed drawings must be approved in writing by the Local Planning Authority for the purpose of discharging this condition.</p>
4	<p>Pedestrian Visibility Splays In relation to condition 16 an explanation of the terms used above is available from the Highway Authority.</p>
5	<p>There must be no works in the existing highway until an Agreement under Section 278 of the Highways Act 1980 has been entered into between the Developer and the Highway Authority.</p>
6	<p>The developer should note that the site drainage details submitted have not been approved for the purposes of adoption or diversion. If the developer wishes to have the sewers included in a sewer adoption/diversion agreement with Yorkshire Water (under Sections 104 and 185 of the Water Industry Act 1991), they should contact Yorkshire Water's Developer Services Team (tel 0345 120 84 82, email: technical.sewerage@yorkshirewater.co.uk) at the earliest opportunity. Sewers intended for adoption and diversion should be designed and constructed in accordance with the WRc publication 'Sewers for Adoption - a design and construction guide for developers' 6th Edition, as supplemented by Yorkshire Water's requirements.</p>
7	<p>The opportunity exists for the addition of bat boxes within the development and therefore consideration should be given to their inclusion within the proposal.</p>

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Reason(s) for Condition(s)

1. To ensure compliance with Sections 91 to 94 of the Town and Country Planning Act 1990 as amended.
2. For the avoidance of doubt and to ensure that the details of the development comply with the provisions of NYM Core Policy A and NYM Development Policy 3, which seek to conserve and enhance the special qualities of the NYM National Park.
3. In order to enable the Local Planning Authority to retain control over future alterations to the property in the interests of safeguarding the existing form and character of the building in line with NYM Development Policy 3 and NYM Core Policy A, which seek to enhance and conserve the special qualities of the NYM National Park and secure high quality design for new development.
4. In order to comply with the provisions of NYM Core Policy A which seeks to ensure that new development does not detract from the quality of life of local residents.
5. In order to comply with the provisions of NYM Core Policy A which seeks to ensure that new development does not detract from the quality of life of local residents.
6. For the avoidance of doubt and in order to comply with the provisions of NYM Core Policy A and NYM Development Policy 3 which seek to ensure that building materials are of a high quality and compatible with the character of the locality and that the special qualities of the National Park are safeguarded.
7. For the avoidance of doubt and in order to comply with the provisions of NYM Core Policy A and NYM Development Policy 3 which seek to ensure that the appearance of the development is compatible with the character of the locality and that the special qualities of the National Park are safeguarded.
8. For the avoidance of doubt and in order to comply with the provisions of NYM Core Policy A and NYM Development Policy 3 which seek to ensure that the appearance of the development is compatible with the character of the locality and that the special qualities of the National Park are safeguarded.
9. In order to comply with the provisions of NYM Core Policy D which seeks to ensure that new development contributes to reduce carbon emissions.
10. In the interests of the satisfactory appearance of the development and in order to comply with the provisions of NYM Development Policy 3 which seeks to ensure that development proposals incorporate suitable hard landscaping details.
11. In order to comply with the provisions of NYM Development Policy 3 which seeks to ensure that new development incorporates a landscaping scheme which is appropriate to the character of the locality and retains important existing features.
12. In order to comply with the provisions of NYM Core Policy C which seeks to conserve and enhance the quality and diversity of the natural environment.
13. To avoid pollution of watercourses and to comply with the provisions of NYM Development Policy 1, which seeks to ensure that new development has satisfactory provision for the disposal of foul and surface water.
14. To avoid pollution of watercourses and to comply with the provisions of NYM Development Policy 1, which seeks to ensure that new development has satisfactory provision for the disposal of foul and surface water.

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15. In accordance with NYM Development Policy 23 and to secure an appropriate highway constructed to an adoptable standard in the interests of highway safety and the amenity and convenience of highway users.
16. In accordance with NYM Development Policy 23 and in the interests of road safety.
17. In accordance with NYM Development Policy 23 and to ensure that the details are satisfactory in the interests of the safety and convenience of highway users.
18. In accordance with NYM Development Policy 23 and to ensure that the details are satisfactory in the interests of the safety and convenience of highway users.
19. In accordance with NYM Development Policy 23 and to ensure that no mud or other debris is deposited on the carriageway in the interests of highway safety.
20. In accordance with NYM Development Policy 23 and to provide for appropriate on-site vehicle parking and storage facilities in the interests of highway safety and the general amenity of the area.
21. In order to comply with the provisions of NYM Core Policy C which seeks to protect species protected under national and international legislation.

FOURTH SCHEDULE

The Developer's and Owner's Covenants with the National Park Authority - Affordable Housing

The Developer and Owner covenant in respect of the Site with the National Park Authority as follows:

1. Affordable Rented Units

- 1.1. Subject to the terms of this Deed from the date of Substantial Completion of each Affordable Rented Unit not to grant a lease or a tenancy of the relevant Affordable Rented Unit to an occupier other than a lease or a tenancy that is granted by a Registered Provider or Registered Providers at an Affordable Rent.
- 1.2. Subject to the terms of this Deed, following the Substantial Completion of each Affordable Rented Unit, the relevant Affordable Rented Unit shall not be used or Occupied other than as an Affordable Rented Unit which is let by a Registered Provider to a tenant identified in accordance with paragraph 1.3 below at an Affordable Rent.
- 1.3. Allocation of the Affordable Rented Units shall be made through the Choice Based Lettings System including any replacement system or modification thereto to which the Registered Provider has subsequently agreed other than where an existing policy between the National Park Authority and the Registered Provider already exists.
- 1.4. Following the Substantial Completion of any Affordable Rented Unit, that Affordable Rented Unit shall not (subject to the terms of this Deed) be used or Occupied other than by an Eligible Person.
- 1.5. That the same terms as set out in paragraphs 1 to 7 of this Schedule and including this paragraph shall be included and subject always to the exemptions contained within clause 13.2 in any subsequent transfer of any of the Affordable Rented Units by a Registered Provider to another Registered Provider.

2. Shared Ownership Units

- 2.1. Following the Substantial Completion of any Shared Ownership Unit, that Shared Ownership Unit shall not (subject to the terms of this Deed) be used or Occupied other than by an Eligible Person pursuant to a Shared Ownership Lease which has been granted by a Registered Provider.

3. Tenure Swap

- 3.1. Any Shared Ownership Unit may from time to time be occupied on the basis of the payment of an Affordable Rent PROVIDING ALWAYS that prior to such Occupation the Developer has used reasonable endeavours for at least 3 months to find an Occupier as a Shared Ownership Unit and no such Occupier has been found, and FURTHER PROVIDED that the National Park Authority is first of all notified of such change in tenure in which case the Affordable Housing Unit in question shall for the purposes of this Deed be treated as an Affordable Rented Unit, and it is further agreed that the said unit may at any time in the future revert to the tenure of a Shared Ownership Unit on reasonable notice of the same being given to the National Park Authority in writing.

4. Location Swap

- 4.1. Any Shared Ownership Unit may be substituted for an Affordable Rented Unit (and vice versa) providing the written agreement thereto is first of all provided by the National Park Authority such agreement to be deemed to be given in the event that the National Park Authority upon being notified in writing of the proposed substitution of plots fails to confirm its approval or refusal to the proposal within fifteen working days of being so notified.
5. Vacancy Advertising
 - 5.1 As soon as reasonably practicable after a vacating Occupier has given notice to the Registered Provider of their intention to vacate an Affordable Housing Unit the Registered Provider shall use reasonable endeavours to advertise the vacancy and continue to advertise it until a new Occupant has been identified in accordance with this Agreement.
 - 5.2 As soon as reasonably practicable after a vacating Occupier has given notice to the Registered Provider of their intention to vacate an Affordable Housing Unit the Registered Provider shall notify the National Park Authority and the clerk of Hinderwell Parish Council of the vacancy and the Registered Provider must take full account of any representations made by the National Park Authority and Hinderwell Parish Council in relation to the subsequent Occupation of the Dwelling.
 - 5.3 Prior to the completion of the Development the Registered Provider shall notify the National Park Authority and the clerk of Hinderwell Parish Council of the expected date of Substantial Completion and the Registered Provider must take full account of any representations made by the National Park Authority and Hinderwell Parish Council in relation to first Occupation of any Dwelling.
 6. Restrictions on Staircasing
 - 6.1 The transferees of any of the Shared Ownership Units to be transferred under a Shared Ownership Lease shall not have the right to staircase beyond a maximum of 80% of the value of such Shared Ownership Units and the Shared Ownership Lease shall contain a provision to this effect.
 7. Substantial Completion and Occupation
 - 7.1 The Developer and Owner shall use reasonable endeavours to ensure the Substantial Completion of the Affordable Housing Units occurs without delay. Save as stipulated elsewhere in this Deed, the Developer and Owner shall use reasonable endeavours to ensure the Occupation of the Affordable Housing Units occurs without delay.

FIFTH SCHEDULE

The National Park Authority's Covenants with the Developer

The National Park Authority covenants with the Developer as follows:

1. At the written request of the Developer the National Park Authority shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. To use reasonable endeavours to issue the Planning Permission without delay following the date of this Deed.

SIXTH SCHEDULE

Marketing Strategy

**Disposal within three months
Project Timeline**

Activity	Timescale
Inception meeting Agent or In-house team appointed	Week 1
Inspections / SCS if necessary	Week 1
Marketing report	Week 1
Soft marketing to Active RPs	Week 2
Expressions of Interest by RPs - relating timescale.	Week 3
Data collection/review/data room build	Week 3
Buyers' Briefing event	Week 4
Marketing site sign off/Project team	Week 5
SCS results received	Week 5
Adjusted pricing	Week 5
ITT Dataroom and launch	Week 5
Bids received	Week 7 / 8
Selection Panel	Week 8
Bidder Interviews/ implementation meeting / Tenant Consultation	Week 9
Exchange	Week 10
Completion prep including IT dummy runs	Week 11/12
Completion	Week 11/12

THE COMMON SEAL OF
THE NORTH YORK MOORS NATIONAL PARK AUTHORITY
Was affixed in the presence of:-



(RICHARD SMITH)

Authorised Signatory

EXECUTED as a Deed (but not delivered until
the date hereof) on behalf of
YORK HOUSING ASSOCIATION



acting by

.....
MANAGING DIRECTOR
BOARD MEMBER
BOARD MEMBER

EXECUTED as a Deed (but not delivered
until the date hereof) by
WILLIAM DARGUE TYRER KIDD

In the presence of:
Witness signature
Name
Address

3 Sandgate
Whitby
N. Yorks
YO22 4DS